

ATTACHMENT J LIQUIDATED DAMAGES

The following table lists the events that constitute breaches of the Agreement's standard of performance warranting the imposition of liquidated damages; the acceptable performance level; the definition of the complaint, incident or event; the method by which occurrences will principally be tracked (by Contractor or Agency), and the amount of liquidated damages for failure to meet the contractually-required standard of performance.

Contractor is required to maintain records of customer complaints which show for each complaint: date and time received; name, address and telephone number of caller; nature of complaint (e.g., missed pick-up, excessive noise, property damage, etc.); name of employee receiving complaint; action taken by Contractor to respond to complaint; and date complaint was resolved.

Within 30 days after the end of each quarter, Contractor shall submit to Agency a report which summarizes the number of complaints in each category and computes the amount (if any) of liquidated damages accrued by month during the preceding quarter. If Agency requests, Contractor shall also provide a printout of the full records for the quarter.

Agency intends to suspend imposition of liquidated damages for the initial six (6) months of collection service, provided that Contractor diligently applies its best efforts to minimize the occurrence of events which can result in the imposition of liquidated damages. If Contractor does not exert such best efforts, Agency may, after notice to Contractor, end this policy and begin enforcement of the performance standards through liquidated damages.

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
	COLLECTION QUALITY				
1.	Other Collection Quality Complaint (includes Solid Waste, Recyclables and Organics Collection)	Number of "Other Collection Quality Complaints" is less than or equal to 1 per 20,000 of the service opportunities per month (e.g., 90,000 SFD that are provided service for three carts or 270,000 total weekly service opportunities x 4.33 weeks per month = 1,169,100 service opportunities per month, which equates to a total allowance of 58 or fewer "Other Collection Quality Complaints" each month for both Service Districts. The allowance for each Member Agency shall be divided equitably based on total number of service opportunities).	"Other Collection Quality Complaints" shall include all Complaints received regarding events described under Items 1A through 1C herein.	Contractor shall print a report on a quarterly basis from its Customer service system listing the total number of Complaints coded for each category (Items 1A through 1C) for the Agency	\$150 per Complaint received above the acceptable performance level
	A. Unauthorized Collection Hours (includes: Solid Waste, Recyclables and Organics Collection)	See above	Each Complaint that Contractor has performed Collection services outside of hours authorized in Article 8.01.A.	See above	See above
	B. Inadequate Care of or Damage to Private Property	See above	Each Complaint that Contractor has not closed a Customer's gate, has crossed planted areas, or has damaged private property (including damage of private vehicles) pursuant to Article 8.02.H.	See above	See above

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
	C. Failure to Resolve Property Damage Claims	See above	Each Complaint of Contractor's failure to resolve claims of damage to property within thirty (30) calendar days of the date the Complaint of damage was reported pursuant to Article 8.02.H.	See above	See above
2.	Failure to Provide New Service or Initiate Change in Service	Number of "Failures to Provide New Service or Initiate Change in Service" is less than or equal to 120 each month for both Service Districts . (The allowance for each Member Agency shall be divided equitably based on total number of service opportunities).	Each Complaint of Contractor's failure to provide new service or change an existing service level within five (5) business days of receiving the request pursuant to Article 8.02.C.	Contractor shall print a report on a quarterly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$100 per Complaint received above the acceptable performance level
3.	Improper Container Placement Complaints	The number of "Improper Container Placement Complaints" shall be less than or equal to 1 per 1,000 of the total service opportunities each month (e.g., 90,000 SFD that are provided service for three carts or 270,000 total weekly service opportunities x 4.33 weeks per month = 1,169,100 service opportunities per month, which equates to a total allowance of 1,169 or Improper Container Placement Complaints each month for both Service Districts . The allowance for each Member Agency shall be divided equitably based on total number of service opportunities).	Each Complaint of Contractor's failure to return empty Containers to original location (or alternate location if original location was not safe with regard to pedestrian and vehicular traffic), and each Complaint of failure to place Containers in an upright position with lids closed pursuant to Article 8.02.B.1.	Contractor shall print a report on a quarterly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$50 per Complaint

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
4.	Excessive Noise Complaints	The number of "Excessive Noise Complaints" shall be less than or equal to 1 per 10,000 of the total service opportunities each month (e.g., 90,000 SFD that are provided service for three carts or 270,000 total weekly service opportunities x 4.33 weeks per month = 1,169,100 service opportunities per month, which equates to a total allowance of 117 or fewer Excessive Noise Complaints each month for both Service Districts . The allowance for each Member Agency shall be divided equitably based on total number of service opportunities).	Each Complaint of excessive noise reportedly related to Contractor's Collection operations pursuant to Article 8.02.J.	Contractor shall print a report on a quarterly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$50 per Complaint
5.	Unacceptable Employee Behavior	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each Complaint of reportedly discourteous, rude, or inappropriate behavior by Collection vehicle personnel, Customer service personnel, or other employees of Contractor pursuant to Article 8.06.H.	Contractor shall print a report on a quarterly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$250 per Complaint

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
6.	Spills of Discarded Materials	The number of "Spills of Discarded Materials Complaints" shall be less than or equal to 1 per 5,000 of the total service opportunities each month (e.g., 90,000 SFD that are provided service for three carts or 270,000 total weekly service opportunities x 4.33 weeks per month = 1,169,100 service opportunities per month, which equates to a total allowance of 234 or fewer Spills of Discarded Materials Complaints each month for both Service Districts . The allowance for each Member Agency shall be divided equitably based on total number of service opportunities).	Each Complaint of litter, or spills of Solid Waste, Recyclable Materials, or Organic Materials near Containers or on public streets and Contractor's failure to pick up or clean up such material immediately pursuant to Article 8.02.1.2.	Contractor shall print a report on a quarterly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$50 per Complaint
	A. Failure to Clean Up Spills of Discarded Materials	See above	Each Complaint of Contractor failing to clean up Solid Waste, Recyclable Materials, or Organic Materials that were littered on public property pursuant to Article 8.02.1.2.	See above	See above
7.	Spills of Vehicle Fluids	No incidents or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each Complaint of unreasonable leaks or spills of hydraulic fluids, fuel, motor oil, and other motor vehicle fluids and liquids from the Collection vehicle on public streets pursuant to Article 8.02.1.1.	Contractor shall print a report on a quarterly basis from its Customer service system listing the total number of Complaints coded to this category for the Agency.	\$500 per Complaint received above the acceptable performance level

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
	Customer Service Quality				
1.	Untimely Resolution of Complaints and Inquiries	No failures or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each failure to resolve or remedy a Complaint or Inquiry within ten (10) Business Days of receipt of Complaint or Inquiry pursuant to Article 7.02.D, with the exception of missed pick-ups which are addressed above or other service related events that have Liquidated Damages associated with them.	Contractor shall document all Complaints and Inquiries including the date of response pursuant to Article 7.02.D, and, upon request, shall provide detailed reports for the Agencies review	\$100 per incident
	Reporting				
1.	Late Submittal of Reports, Application, Proposal, or Other Submittals	Report, application, proposal, or submitted on the date or in accordance with the timeframe specified in this Agreement.	For each day Contractor fails to submit: (i) reports in the timeframe specified in Article 9 of this Agreement, (ii) application for determination of Contractor's Compensation in the timeframe specified in Article 11.04 of this Agreement; (iii) proposal requested by Agency for change in service in the timeframe specified in Article 9 of this Agreement; and (iv) other submittals required by this Agreement in the timeframe specified in this Agreement.	Contractor's submittal dates shall be recorded and compared to the submittal requirements of the Agreement	\$250 per day for each day report is overdue
2.	Failure to Perform and Report on Billing Review	For each day a billing review submittal is late.	Failure to conduct Billing reviews and report on the findings of the review pursuant to Article 7.01.F of this Agreement.	Contractor's submittal dates shall be recorded and compared to the submittal requirements of the Agreement	\$250 per day for each day report is overdue

	Event of Non-Performance	Acceptable Performance Level	Definition of Complaint, Incident, or Event	Tracking Method	Liquidated Damage Amount
	Other				
1.	Disposal of Diversion Program Materials	Contractor does not Dispose of Recyclable Materials or Organic Materials Collected.	For each Ton of Recyclable Materials or Organic Materials Disposed of without written approval of the Agency pursuant to Article 8.02.D.	Alleged incidents shall be investigated by Agency	\$175 per Ton Disposed for Recyclables \$100 per Ton Disposed for Organics
2.	Use of Unauthorized Facilities	Each Ton of material shall be delivered to the Designated Transfer and Processing Site.	For each Ton of Solid Waste, Recyclable Materials or Organic Materials that is not delivered to the Designated Transfer and Processing Site pursuant to Article 6.01.A and 6.02.A.	Alleged incidents shall be investigated by Agency	\$175 per Ton Delivered to unauthorized facility for Recyclables \$100 per Ton Delivered to unauthorized facility for Organics and Solid Waste

In placing Designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damages provisions of the time that the Agreement was made.

Contractor

Agency

Initial Here: _____

Initial Here: _____